

DOCKET NO.: LLI-CV-15-5007734 : SUPERIOR COURT
CITY OF TORRINGTON : J.D. OF LITCHFIELD
v. : AT LITCHFIELD
ROBERT T. CROVO : MARCH 22, 2016

FIRST AMENDED COMPLAINT

FIRST COUNT: Conversion

1. The Plaintiff, The City of Torrington, is a duly established municipality within the State of Connecticut, with its City Hall located at 140 Main Street, Torrington, Connecticut (the "City").

2. The Defendant, Robert T. Crovo, is an individual with an address at 134 Irving Avenue, Torrington, Connecticut (the "Defendant" or "Crovo").

3. The mechanism of the City's tax collection systems was and is established pursuant to Special Act #374 (1923), Title XIV of the City's Charter, and the applicable Connecticut General Statutes, as amended.

4. Pursuant to §C14-1 of its Charter, the City is authorized to appoint a Tax Collector for a term of four (4) years.

5. Crovo was appointed as the City's Tax Collector from 1999 to May 31, 2015, pursuant to separate written contracts.

6. On or about June 16, 2011, the parties entered into a final Tax Collector Contract (the "Contract") which term expired on May 31, 2015. Pursuant to said Contract, the City re-appointed Crovo as its Tax Collector in return for the payment of a commission based on the percentage of taxes collected, as stated in the Contract's terms as amended.

7. Section 1.1 of the Contract states:

The City hereby appoints Robert Crovo to the position of Tax Collector and he shall enjoy all the powers commensurate with such appointment and shall perform all the duties of the office as detailed in Title XIV – Tax Collector of the "Charter of the City of Torrington, Including All Revisions to January 13, 1994", . . . Further, he shall also enjoy all the powers and perform all the duties and responsibilities of a municipal tax collector as stated in the Connecticut General Statutes Chapters 204 and 205 for the collection of real estate, personal property, sewer, motor vehicle and supplemental taxes

8. Section 15 of the Contract contains a merger clause.

9. During his term as Tax Collector, Crovo received a number of payments which were greater than the principal, interest, and fees due ("excess payments").

10. Pursuant to C.G.S. §12-129, a taxpayer may seek a refund of an excess payment, but to do so, must make a written application "by the later of (1) three years from the date such tax was due, (2) such extended deadline as the municipality may, by ordinance, establish, or (3) ninety days after the deletion of any item of tax assessment by a final court order or pursuant to subdivision (3) of subsection (c) of section 12-53 or section 12-113."

11. Pursuant to §1.6 of the Contract, the City agreed it would not extend the deadline for taxpayer refund requests by ordinance.

12. Pursuant to §1.8 of the Contract, Crovo was responsible to receive, process, and honor a timely taxpayer refund request for an excess payment.

13. The Contract does not state which party, the City or Crovo, was to retain taxpayer excess payments for which no timely refund request was made pursuant to C.G.S. §12-129.

14. In July of 2013, C.G.S. §12-129 was amended by Public Act 13-276 to state: "Any [excess] payment for which no timely application is made or granted under this section shall permanently remain the property of the municipality."

15. Public Act 13-276 became effective on October 1, 2013.

16. Upon information and belief, Crovo has received and still retains the following sums, which represent the total sum of taxpayer excess payments for the corresponding grand lists ("GL"):

<u>GL</u>	<u>Total (\$)</u>
2010	85,026.48
2011	77,980.53
2012	184,031.32
2013	145,804.67
2014	(to be determined)

17. Crovo has no right, authority, or permission to exercise ownership over any taxpayer excess payment, as described above, including those for which no timely refund request was filed pursuant to C.G.S. §12-129.

18. Crovo has, without authorization, assumed and exercised ownership and control of the excess payments permanently or for an indefinite time.

19. On or about July 2, 2014, the City demanded Crovo turn over the excess payments, but Crovo wrongfully refused to do so.

20. Crovo had a duty to turn over all excess payments in his possession to the City at the expiration of his term as Tax Collector, but he refused to do so.

21. The excess payments held by Crovo are the property of the City.

22. As a result thereof, the City has and continues to sustain damages.

SECOND COUNT: Unjust Enrichment

1. Paragraphs 1 through 22 of the First Count are hereby incorporated and re-alleged as Paragraphs 1 through 22 of this Second Count as if more fully set forth herein.

23. Crovo has received benefits, including his receipt of taxpayer excess payments, and his retention of the same is wrongful and unjust.

24. As a result thereof, the City has and continues to sustain damages.

THIRD COUNT: Breach of Contract

1-22. Paragraphs 1 through 22 of the First Count are hereby incorporated and re-alleged as Paragraphs 1 through 22 of this Third Count as if more fully set forth herein.

23. Despite demand, Crovo has and continues to refuse to turn over all excess payments to the City.

24. As a result thereof, the City has and continues to sustain damages.

WHEREFORE, the City of Torrington claims:

- a) Pursuant to all Counts, money Damages;
- b) Pursuant to all Counts, pre-judgment and post-judgment interest pursuant to C.G.S. §37-3a;
- c) Pursuant to the First and Second Counts, common law punitive damages;
- d) Costs; and
- e) Such other and further legal and equitable relief as may be required.

THE PLAINTIFF,
CITY OF TORRINGTON

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STATEMENT OF AMOUNT IN DEMAND

The amount in demand is greater than Two Thousand Five Hundred Dollars

(\$2,500.00), exclusive of interest and costs.

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